

March 28, 2016

TO:

JD Kehrman, City Manager

FROM: Eric McPeak, Local Manager (Alliance Water Resources)

RE:

CITY PURCHASE REQUEST

Wastewater Treatment Plant #2 Blower, East Aeration Basin

Blower #2 for the East Aeration Basin is in need of repair due to bearing failure. This is one of two 100 hp blowers that aerate the East Aeration Basin. The timing gear box was inspected by AWR staff revealing bearing failure by signs of metal flakes in the oil. The following quotes were solicited to perform the necessary repair:

Quotations as follows:

Evans Enterprises-	NO BID
Cullum and Brown-	\$7,200.00
Douglas Pump -	\$12,638.68
Excelsior Blower -	\$10,814.00
JCI Industries -	\$14,570.00
FTC Equipment -	NO BID

At this time, I am requesting approval to allow the low bidder, Cullum and Brown, to perform the necessary repairs for the #2 Blower in the amount of \$7,200.00. The cost of a new direct replacement for this unit is \$21,019.00. This repair is included in the 2016 annual budget, account code 500-5-4225-234.

If you have any questions, please contact me.

Cc: Gary Johnson, file



211-A South Union Street (417) 869-0066 FAX (417) 869-3614

Springfield, MO 65802 TOLL FREE (800) 892-5601

March 14, 2016

GWC031416

City of Nevada 110 S. Ash Nevada, MO 64772 Attn: Mark Mendenhall

Re: Compressor Service Quote

Mark,

Cullum and Brown would like to thank you for the opportunity to offer you the following compressor service proposal for your consideration.

Gardner Denver Blower

Model: 7CDL14P Serial# S295828

Parts & labor

\$7,200.00

Or

New unit

\$21,019.00

If, upon actual inspection, we find that additional parts and/or labor are required, a revised quote will be sent to you as soon as possible.

Labor has been estimated and will be billed according to actual time required to complete the project during normal business hours.

FOB is factory.

Lead time is approximately 1-2 weeks ARO.

Prices are valid for 30 days.

Terms: Net 15 days from date of invoice with approved credit.

Prices do not include any miscellaneous shop supplies, freight charges, or applicable taxes

If you have any questions or require further information, please contact me at the office (417) 869-0066.

Sincerely,

DOUGLAS PUMP SERVICE, INC.

4719 Merriam Drive Overland Park, Kansas 66203 (913) 236-8222 - phone (913) 262-8992 - fax

PROPOSAL

PHONE

		2/22/2016
o: Nevada MO	Job Name/Location	
Attn: Mark Mendenhall		
	DPS Job#_	
OB DESCRIPTION:	Gardner Denver Blower	
	s/n S295827	
Supply new Gardner Denvi	er PD blower to duplicate #7CDL14P, s/n S2	
	estimate 8 to 10 weeks ARO	\$21,965.00
	estimate o to 10 weeks ARO	plus fg
Receive blower in our shop	o, disassemble and inspect. Replace all	
clean and reassemble.	nims, oil seals and gaskets. Thoroughly	\$12,638.68
ologit dira rodocombio.	estimate 3 to 4 weeks ARO	plus fg
	e or less parts found to be needed after	
		ee above
IS BASED ON OUR EVALUATION AND DOES NOT IN: FICE INCREASES OR ADDITIONAL LABOR AND MATE BY BE REQUIRED SHOULD UNFORESEEN PROBLEMS	CLUDE MATERIAL COST SERIALS WHICH NOTES: taxes not include pricing good for	
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Attn: Mark Mendenhall Alliance Water Nevada, MO Quote #: 80999 Date: 2/22/16 REV:

F.O.B.: Blandon, PA

Delivery: STOCK

Terms: Net 30

QUOTATION

Qty Part #	Description	Price	Extend
1 INCOMING	INCOMING FREIGHT AND INSPECTION CHARGE - NEVADA TO REMOVE BLOWER AND BOLT TO SKID. EXCELSIOR TO ARRANGE PICK-UP. NEVADA TO LOAD ON TRUCK.	\$500.00	
1 STDREP	Standard** In-Shop Overhaul - 7CDL14P with "R" Series Inpro Seal Kit 312CBL6010 Standard price includes the overhaul kit, labor and return freight. This is the "R" series upgrade to Inpro Seals. If client wishes to remain with hydrodynamic seals, deduct \$853.00	\$10,314.00	INCLUDES RETURN FREIGH
	**If upon disassembly, the unit is found to require any additional parts or machine work, we would document, price accordinly and and advise Genon with written inspection report No work done prior to approval Additional work or parts may affect lead time.		

Notes:

Freight, Taxes or Export Crating are not included in quote unless otherwise stated. Quote is valid for 45 days. Estimated pricing is not guaranteed. Price Quoted are in US Dollars.

By:_	DAN FULTON	Accepted:	Date:

Mark Mendenhall

From:

Dan Fulton [dan.fulton@excelsiorblower.com]

Sent:

Tuesday, February 23, 2016 1:22 PM

To: Subject: Mark Mendenhall Re: Blower repair

Hi Mark - the new units, with the INPRO seals is the R series. 7CDL14R. \$20,388.00 is your delivered price. Freight included. Same, but improved blower.

Regards,

Dan Fulton

Excelsior Blower Systems, Inc. 331 June Avenue Blandon, PA 19510 Ph: 610-921-9558 x 121 Fax: 888-317-2461 Cell: 610-755-7066

On 2/23/2016 2:18 PM, Mark Mendenhall wrote:

Dan,
What is the cost of a new 7CDL14P?
Thanks,
Mark

From: Dan Fulton [mailto:dan.fulton@excelsiorblower.com]

Sent: Monday, February 22, 2016 3:14 PM

To: Mark Mendenhall **Subject:** Re: Blower repair

Mark - yes, its all the bearings and seals. All the way around.

Regards,

Dan Fulton

Excelsior Blower Systems, Inc. 331 June Avenue Blandon, PA 19510 Ph: 610-921-9558 x 121 Fax: 888-317-2461 Cell: 610-755-7066

On 2/22/2016 4:12 PM, Mark Mendenhall wrote:

Dan, Was this quote for both gear box's? Mark

From: Dan Fulton [mailto:dan.fulton@excelsiorblower.com]

Sent: Monday, February 22, 2016 2:23 PM

To: Mark Mendenhall Subject: Re: Blower repair Hi Mark,

Please find attached. Note, we've quoted with the upgraded, Inpro Seal overhaul kit. Any questions, don't hesitate.

Regards,

Dan Fulton

Excelsior Blower Systems, Inc. 331 June Avenue Blandon, PA 19510 Ph: 610-921-9558 x 121

Fax: 888-317-2461 Cell: 610-755-7066

On 2/22/2016 11:16 AM, Mark Mendenhall wrote:

Hi Dan,

Can you quote a repair to the City of Nevada for a blower repair on a 100 hp Gardner Denver blower? The model # is a7CDL14P, SN# S295827.

Thanks, Mark Mendenhall Nevada WWTP Supervisor



JCI Industries, Inc. 1161 SE Hamblen Rd. Lee's Summit, MO 64081 Tel: 816-525-3320

www.jciind.com

Monday, February 22, 2016

Alliance Water Resources 16517 South 1338 Road Nevada, MO 64772

Phone:

417-448-2761

Attention:

Mark Mendenhall

Subject:

Gardner Denver 100HP Blower Repair

Quotation #:

0604083808C_P

Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	Repair of Gardner Denver 100HP Blower Model 7CDL14P, S/N S295827	1	\$14,570.00
	Proposed workscope:		
	 Disassemble and inspect blower 		
	Document condition		
	 Repair both gear boxes 		
	 Rebuild blower with new bearings, oil seals, rotor shaft seal, spacers, shims, and gaskets 		
	Assemble complete		
	Apply industrial enamel to exterior		
	 Final QA check and photograph 		
	Prepare for shipment		

Courtney Peace

quoted after inspection.

Courtney Peace Application Engineer JCI Industries, Inc. Mark Swendrowski

Mark Swendrowski Sales Engineer JCI Industries, Inc. 816-803-9607

	Terms & Co	onditions	
Lead Time	3 Weeks After Receiving Order	Payment Terms	Net 30
Shipping Method	Best Way	Shipping Terms	Prepaid and Added to Invoice



JCI Industries, Inc. 1161 SE Hamblen Rd. Lee's Summit, MO 64081 Tel: 816-525-3320

www.iciind.com

STANDARD TERMS OF SALE

- 1. <u>Applicable Terms.</u> These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. <u>Payment.</u> Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
- 3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
- 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (I) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work
 performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLERS TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 11. <u>Miscellaneous.</u> If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
- 12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCl's judgment, does not justify the terms of payment specified herein, JCl may require full or partial payment in advance, or an acceptable for of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.

Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.